UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

DISMISSED FOR LACK OF JURISDICTION: November 28, 2025

CBCA 8467

TEXAS INDUSTRIAL SECURITY, INC.,

Appellant,

v.

GENERAL SERVICES ADMINISTRATION,

Respondent.

Erik Hansen, President of Texas Industrial Security, Inc., Fort Worth, TX, appearing for Appellant.

Anne C. McDermott, Office of General Counsel, General Services Administration, Philadelphia, PA, counsel for Respondent.

Before Board Judges **LESTER**, **VERGILIO**, and **KULLBERG**.

Opinion for the Board by Board Judge **LESTER**. Board Judge **VERGILIO** dissents.

LESTER, Board Judge.

Appellant, Texas Industrial Security, Inc. (TIS), challenges the cancellation of its Multiple Award Schedule (MAS) contract. Respondent, the General Services Administration (GSA), has filed a motion asking the Board to dismiss the appeal for lack of jurisdiction both because the Board cannot grant the requested relief that TIS seeks—reinstatement of its contract—and because TIS is challenging a contract action rather than a government claim. In the alternative, GSA asks us to dismiss the appeal for failure to state a claim because it acted within its rights under the MAS contract's cancellation provision, which allows either

party to cancel the contract for any reason with thirty days' written notice. For the reasons explained below, we dismiss TIS's appeal for lack of jurisdiction.

Background

"Under MAS, [GSA] establishes long-term Government-wide contracts with commercial firms to provide government buyers with access to a wide variety of commercial supplies, services, and solutions." Appeal File, Exhibit 1 at 2.[1] Since 2006, TIS has provided services to the Federal Government through a series of MAS contracts under "Schedule 085 for Law Enforcement, Security, Facility Management Systems, Fire, Rescue, Special Purpose Clothing, Marine Craft and Emergency/Disaster Response" of the MAS program. *See* Exhibits 1, 2.

TIS's most recent MAS contract contains the standard "Cancellation (May 2019)" clause from General Services Acquisition Regulation (GSAR) 552.238-79 (48 CFR 552.238-79 (2019)), which is GSA's supplement to the Federal Acquisition Regulation (FAR), allowing either party to cancel the MAS contract with thirty days' written notice:

> Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 calendar days after the other party receives the notice of cancellation. If the Contractor elects to cancel this contract, the Government will not reimburse the minimum guarantee.

Exhibit 29 at 21; *see* Exhibit 30 at 652, 714 (most recent MAS contract extension).

GSA tells us that, in 2017, the GSA contracting officer began informing TIS, through emails to the TIS sales manager who was designated as TIS's "current authorized negotiator" (Exhibit 8 at 1), of its noncompliance with several contract clauses that require TIS accurately to report sales, to maintain accurate price lists, and to post to GSA Advantage (an on-line shopping and ordering system for government entities). *See* Respondent's Motion to Dismiss at 2-3 (citing Exhibits 7, 9-19, 21-22, 25-27). GSA reports that TIS (through its current authorized negotiator) received confirmation of noncompliance by email and through contractor assessments in 2017, 2018, 2019, 2020, 2021, 2022, and 2025, which, according to GSA, provided TIS with ample opportunity to reach contract compliance. *Id.* at 3. GSA does not believe that TIS ever remedied its deficiencies. *Id.* In response, TIS represents that, although it does not disagree that it may have had some accounting record-keeping

[1] All exhibits referenced in this decision are found in the appeal file, unless otherwise noted.

difficulties in the past, it has corrected or is currently working to correct those issues. TIS reports that it was during a GSA audit in February 2025 that it first learned that GSA had identified some deficiencies in its performance, "including not having an updated price list and terms and conditions posted." Notice of Appeal at 1; *see* Exhibit 26 at 177. It asserts that, in response, it hired a consultant to help it ensure future compliance with regulatory and contract requirements. *See* Exhibit 26 at 9. TIS regrets that GSA did not notify TIS's principal, rather than just its negotiator, of these problems earlier because, the principal says, he would have been able to recognize at an earlier time the severity of the problems and been more directly proactive in resolving them. Appellant's Response to Respondent's Motion to Dismiss at 1-2.

On May 28, 2025, the contracting officer issued a unilateral modification to TSI's contract cancelling the contract, effective thirty days later:

> Pursuant to the authority of GSAR 552.238-79, Cancellation[,] and as a direct result of the vendor's noncompliance and non-responsiveness for the past 7 years, the above contract under the Consolidated MAS Schedule is hereby canceled in its entirety effective 30 days (27 June 2025) from the date of contracting officer signature of subject modification.
>
> All current open task/delivery orders must be fulfilled pursuant to FAR 52.216-22. Sales must continue to be reported and the industrial funding fee (IFF) payments made until the reporting period after final payment is made pursuant to GSAR 552.238-80, Industrial Funding Fee and Sales Reporting.

Exhibit 28 at 1-2. The modification was not structured as a contracting officer's decision under the CDA and did not provide any notice of appeal rights.

TIS filed a notice of appeal with the Board on June 23, 2025, challenging the contracting officer's cancellation of TIS's contract and attaching a copy of the contracting officer's contract modification effectuating the cancellation. In its notice of appeal, TIS asserted that the contract cancellation should be reversed for the following reasons:

- We have ongoing contracts with the Federal Bureau of Prisons totaling over $200,000 per month and employing 93 security officers. Cancelling the contract would jeopardize the service to the Federal Bureau of Prisons and the employment of 93 people.
- Our two main customers are the Federal Bureau of Prisons institutions located in Fort Worth, TX: FMC Carswell and FMC Fort Worth. . . .

- We are and have been making our GSA fee payments and reporting according to the contract promptly and without fail.
- We are in the process of fixing our contract deficiencies using experienced GSA contract compliance consultants.
- We do not anticipate being out of compliance again for any reason now that we have hired professional help.

Notice of Appeal at 1-2. TIS also asked that "the contract cancellation be paused until [TIS] has had a chance to pursue all remedies." *Id.* at 2.

Initially, the parties requested that the Board suspend proceedings in the appeal to allow them to discuss an amicable resolution to this matter, but, soon thereafter, the parties asked that the Board move the appeal forward. On August 15, 2025, TIS filed a complaint in which it repeated the allegations in and many of the requests from its notice of appeal, but it added as a basis for reversing the cancellation that, "[f]ollowing [GSA's] audit, we were not allowed sufficient time to remedy the contract non-compliance issues" and that those issues "could [have] be[en] remedied in less than two weeks." Complaint at 1. TIS also indicated that, "[s]hould the contract be reinstated, [TIS would] be in compliance very quickly and [would] stay in compliance." *Id.* at 2.

In lieu of an answer, GSA requested and was granted leave to file a motion to dismiss for lack of jurisdiction or, in the alternative, for failure to state a claim upon which relief could be granted. TIS filed its response to GSA's motion to dismiss on October 29, 2025, arguing that "cancellation of [the] contract was too harsh a punishment for not maintaining a National Pricelist and Terms & Conditions as per the contract requirements"; that "GSA failed to provide proper notice to the principal of [TIS]" of the contract compliance warnings in time for him to take direct affirmative action, as the warnings were sent only to TIS's authorized contract negotiator but not its principal; and that GSA "failed to provide [TIS] with adequate time to remedy the corrective actions identified in the most recent contract audit." Appellant's Response to Respondent's Motion to Dismiss at 1-2.

Discussion

I. Standard of Review

GSA requests that we dismiss this appeal for lack of jurisdiction because TIS has not submitted a monetary claim seeking damages for GSA's cancellation of its contract. The Board's jurisdiction to resolve contract disputes is derived from the Contract Disputes Act (CDA), 41 U.S.C. §§ 7101-7109 (2018). *See Safe Haven Enterprises, LLC v. Department of State*, CBCA 3871, et al., 15-1 BCA ¶ 35,928, at 175,602. When considering a motion to

dismiss an appeal for lack of jurisdiction, the Board "accepts as true the undisputed allegations in the complaint and draws all reasonable inferences in favor of the [appellant]." *McAllen Hospitals LP v. Department of Veterans Affairs*, CBCA 2774, 14-1 BCA ¶ 35,758, at 174,969. "[W]hen a question of the tribunal's jurisdiction is raised, 'either by a party or by the [Board] on its own motion, the [Board] may inquire, by affidavits or otherwise, into the facts as they exist.'" *Id.* (quoting *Land v. Dollar*, 330 U.S. 731, 735 n.4 (1947)).

GSA further requests that, if we find jurisdiction, we dismiss this appeal for failure to state a claim. Dismissal "for failure to state a claim upon which relief can be granted is appropriate when the facts asserted by the [appellant] do not entitle [it] to a legal remedy." *Boyle v. United States*, 200 F.3d 1369, 1372 (Fed. Cir. 2000). "The [tribunal's] task in considering a motion to dismiss for failure to state a claim is not to determine whether [an appellant] will ultimately prevail, but 'whether the claimant is entitled to offer evidence to support the claims.'" *Integhearty Wheelchair Van Services, LLC v. Department of Veterans Affairs*, CBCA 7318, 22-1 BCA ¶ 38,156, at 185,311 (quoting *J. Cardenas & Sons Farming, Inc. v. United States*, 88 Fed. Cl. 153, 160-61 (2003) (quoting *Chapman Law Firm Co. v. Greenleaf Construction Co.*, 490 F.3d 934, 938 (Fed. Cir. 2007))). In considering a dismissal for failure to state a claim, "we must assume all well-pled factual allegations are true and indulge in all reasonable inferences in favor of the nonmovant." *Anaheim Gardens v. United States*, 444 F.3d 1309, 1314-15 (Fed. Cir. 2006) (quoting *Gould, Inc. v. United States*, 935 F.2d 1271, 1274 (Fed. Cir. 1991)). Dismissal is appropriate only "if it is clear that no relief could be granted under any set of facts that could be proved consistent with the allegations." *Id.* at 1315. "If no relief could be granted, . . . dismissal [is] proper." *Id.*; *see Blackstone Consulting, Inc. v. General Services Administration*, CBCA 718, 08-1 BCA ¶ 33,770, at 167,160.

II. TIS's Request to Suspend the Contract Cancellation

Here, TIS asks two things from the Board: (1) that we find GSA's cancellation of its contract improper and (2) that we reinstate the contract so that TIS can resume providing services through the FSS.

With regard to TIS's request that we suspend the contract cancellation and effectively reinstate performance, that type of specific performance is a remedy that the Board does not possess jurisdiction to order. *The Writing Co. v. Department of the Treasury*, GSBCA 15097-TD, 00-1 BCA ¶ 30,840, at 152,222-23; *see José Gustavo Zeno v. Department of State*, CBCA 4867, 16-1 BCA ¶ 36,363, at 177,255; *BVB Construction, Inc. v. Department of Veterans Affairs*, CBCA 6318, 19-1 BCA ¶ 37,253, at 181,316; *ABL Medical Transcription Service*, VABCA 3369, 92-1 BCA ¶ 24,580, at 122,612 (1991); *BR Group*, ASBCA 63507, et al., 24-1 BCA ¶ 38,699 at 188,159.

Our jurisdiction to decide contract appeals is set forth in the CDA, which provides that the boards of contract appeals "may grant any relief that would be available to a litigant asserting a contract claim [under the CDA] in the United States Court of Federal Claims." 41 U.S.C. § 7105(e)(2); *see Western Aviation Maintenance, Inc. v. General Services Administration*, GSBCA 14165, 98-2 BCA ¶ 29,816, at 147,642 ("[B]oards can grant relief to appellants if such relief is available to litigants in the Court of Federal Claims."). The Court of Federal Claims lacks authority under the CDA to issue injunctive relief, including to direct performance of a terminated contract. *Sergent's Mechanical Systems, Inc. v. United States*, 155 Fed. Cl. 146, 147 (2021) (citing cases); *see United States v. Tohono O'Odham Nation*, 563 U.S. 307, 313 (2011) ("Unlike the district courts, . . . the [Court of Federal Claims] has no general power to provide equitable relief against the Government or its officers.").[2] Because the Court of Federal Claims lacks such authority in CDA cases, so does the Board. *Western Aviation*, 98-2 BCA at 147,642; *see* Vernon J. Edwards, "Postscript I: Breach of Loss of the Fair Opportunity to Compete," 20 No. 12 Nash & Cibinic Rep. ¶ 59 (2006) ("[U]nder the CDA, a board or court cannot suspend award or performance, issue a temporary restraining order, or provide injunctive relief."); Ralph C. Nash & John Cibinic, "Postscript: Nonmonetary Claims," 19 No. 8 Nash & Cibinic Rep. ¶ 38 (2005) ("[N]either the court nor the boards have the power to grant injunctive relief" in CDA cases).

Because we lack authority to provide the requested relief, we must deny TIS's request that we suspend the contract cancellation.

III. TIS's Challenge to the Contract Cancellation

With regard to TIS's request that we find GSA's cancellation of the contract improper, we possess jurisdiction under the CDA "to decide any appeal from a decision of a contracting officer," 41 U.S.C. § 7105(e)(1)(B), on a "claim by a contractor against the Federal Government relating to a contract," *id.* § 7103(a)(1), or a "claim by the Federal Government against a contractor relating to a contract." *Id.* § 7103(a)(3). The FAR defines a "claim" as "a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract

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[2] To the extent that the Court of Federal Claims might be able to direct an award of a contract as part of its jurisdiction to resolve bid protests, *see Turner Construction Co. v. United States*, 645 F.3d 1377, 1388 (Fed. Cir. 2011) (citing 28 U.S.C. § 1491(b)), that is not an authority granted to it in cases arising under the CDA. *See Sergent's Mechanical*, 155 Fed. Cl. at 157 (comparing the court's authority to provide equitable relief in relation to contract claims under 28 U.S.C. § 1491(a) to its authority to resolve bid protests under 28 U.S.C. § 7104(b)).

terms, or other relief arising under or relating to the contract." FAR 2.101 (48 CFR 2.101 (2024)). Here, TIS has not submitted a claim to the contracting officer for decision, leaving the contract modification that the contracting officer issued terminating the contract, with thirty days' written notice, as the only identifiable basis for CDA jurisdiction.

"Unlike a termination for default which constitutes a government claim, requires a contracting officer's decision, and . . . can be challenged under the CDA without an additional monetary claim, *see Malone v. United States*, 849 F.2d 1441, 1443 (Fed. Cir. 1988), a termination [providing thirty days' advance written] notice or [a] termination for convenience is a contract action, not a claim." *Shawn G. Logan*, PSBCA 6507, 14-1 BCA ¶ 35,609, at 174,420; *see R&R System Solutions, LLC*, ASBCA 61269, et al., 19-1 BCA ¶ 37,269, at 181,359 ("On its own, a convenience termination does not constitute a contracting officer's final decision, or a government claim, one or the other of which is required to establish the Board's jurisdiction under the CDA."); *CME Group, Inc.*, ASBCA 57446, 11-2 BCA ¶ 34,792, at 171,251 ("A termination for convenience is not a government claim." (citing additional cases)). Because "[t]he termination notice itself is not a contracting officer's decision" resolving a contractor claim or asserting a government claim, it leaves the Board with "no jurisdiction over a challenge to a termination for convenience or termination with notice action" unless the contractor has submitted its own claim to the contracting officer. *Shawn G. Logan*, 14-1 BCA at 174,420; *see Charles Mullens*, ASBCA 56927, et al., 11-2 BCA ¶ 34,857, at 171,473-74. Even if the contractor is claiming that the Government somehow breached the contract by terminating the contract for convenience, the contractor still must submit a monetary claim to the contracting officer for decision as a prerequisite to proceedings before a board or the Court of Federal Claims. *Armentrout Construction, Inc.*, ASBCA 29118, 84-2 BCA ¶ 17,263, at 85,964.[3]

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[3] The board of contract appeals in *Almeda Industries, Inc.*, ENG BCA 5148, 87-1 BCA ¶ 19,401 (1986), explained the historical reasons supporting the treatment of a default termination as a government claim while treating a convenience termination as a contract administration matter that, to be actionable, must be the subject of a monetary claim submitted by the contractor:

> The law on default and convenience terminations was, for many years, developed by the boards of contract appeals, applying the appropriate contract clauses and the procurement regulations pertaining thereto. The procedural and jurisdictional rules and understandings for processing such cases were relatively well defined and understood. A dispute over whether the Government had validly declared a default was treated at the contracting officer and at the board level as a first, discrete question, unrelated to any

Treating a default termination as a government claim while requiring a contractor to submit a monetary claim before challenging a convenience termination has a logical basis. In addressing a contractor's challenge to a default termination, the Board is able to provide a remedy: it can, in appropriate circumstances, convert the termination to one for convenience, which will entitle the contractor to a termination settlement from the Government. *LaFollette Coal, Inc.*, EBCA 336-5-85, 87-3 BCA ¶ 20,099, at 101,728; *see Darwin Construction Co. v. United States*, 811 F.2d 593, 597, 598 (Fed. Cir. 1987); *Composite Laminates, Inc. v. United States*, 27 Fed. Cl. 310, 317 (1992). "There is no convenience termination claim possible until the default termination is overturned." *Almeda Industries, Inc.*, ENG BCA 5148, 87-1 BCA ¶ 19,401, at 98,106 (1986). The Board is in a different position when considering a convenience termination or a termination with thirty days' notice: there, the only remedy that the Board can provide is an award of money, given that, as discussed earlier in this decision, the Board lacks authority to order reinstatement of the now-cancelled contract. If the contractor wants monetary relief, however, it first has to

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> dollar consequence which might flow to the contractor should the Government be found to have improperly terminated for default. The contractor had no right to any dollar recovery until a termination for convenience has been declared either by the contracting officer or by the board of contract appeals when it found that the contracting officer had acted invalidly in asserting a default termination. Processing a termination for convenience claim involved its own procedures, forms, actions, and time limits, largely or totally unrelated to the prior defective default termination. For that reason, after a decision by a board of contract appeals that the attempted default termination was invalid, the parties returned to the contracting officer where the contractor could pursue the new remedy for a termination for convenience. . . . In the few instances when settlement did not result, a unilateral determination generally was made by the contracting officer, and a new appeal was taken by the contractor under the disputes procedure. The questions raised by that new appeal were totally different from, and largely unrelated to, those raised by the first appeal challenging the propriety of the default action. This second stage, when it occurred, was treated as separate and distinct from the earlier proceeding. Both the logic of the distinction between the default termination and convenience termination stages and the economy of effort for the contractor and the contracting officer supported the separate and distinct treatments accorded the two phases of the proceedings by clause, regulation, and the boards of contract appeals.

Id. at 98,105.

submit a claim to the contracting officer seeking money. 41 U.S.C. § 7103(a). Even if TIS characterized its request here as one seeking a declaration from the Board that GSA's termination was improper, the Court of Appeals for the Federal Circuit has made clear that, if a request "'styled as one for declaratory relief[] would—if granted—yield only one significant consequence,' which would be to 'entitle [the contractor] to recover money damages from the government,' the claim [can] only be pursued as a monetary claim" that the contractor has submitted for decision to the contracting officer. *Duke University v. Department of Health & Human Services*, CBCA 5992, 18-1 BCA ¶ 37,023, at 180,290-91 (quoting *Securiforce International America, LLC v. United States*, 879 F.3d 1354, 1360-61 (Fed. Cir. 2018)). Because TIS has not submitted a monetary claim to the contracting officer, we lack jurisdiction to entertain this appeal.

Alas, even if we could find jurisdiction over TIS's challenge to the termination, we would have to dismiss it for failure to state a claim. In identifying what cancellation rights the contract provided the parties, we would look to the terms of the contract itself. "It is the duty of the [tribunal] to construe contracts as they are made by the parties thereto, and to give full force and effect to the language used, when it is clear, plain, simple, and unambiguous." *Kuhn v. Fairmont Coal Co.*, 215 U.S. 349, 356 (1910). In identifying each party's rights, obligations, and limitations under a contractual agreement, we look to "the plain language of the agreement," *Foley Co. v. United States*, 11 F.3d 1032, 1034 (Fed. Cir. 1993), giving it "its ordinary and commonly accepted meaning unless it is shown that the parties intended otherwise." *Hol-Gar Manufacturing Corp. v. United States*, 351 F.2d 972, 976 (Ct. Cl. 1965). Here, the cancellation provision gives either party the right to terminate the contract upon not less than thirty days' written notice to the other party, and, as one of our predecessor boards recognized when interpreting an almost identical clause, "[t]his advance notice is *the only condition* which must be met in order to extinguish all further obligations under the agreement." *Mycor Services, Inc.*, VABCA 3537, 93-1 BCA ¶ 25,290, at 126,018 (1992). Under the clause, "[t]here is no need for either party to justify its action in this regard." *Id.* Accordingly, the agency had broad discretion to decide, for whatever reason, whether and when to cancel a contract. *See Portsmouth Coca Cola Bottling Works*, ASBCA 5901, 60-1 BCA ¶ 2541, at 12,191 ("By the express terms of the contract each party gave to the other an absolute right to terminate conditioned only on the giving of 30 days' written notice. The motives of either party are immaterial in respect of the exercise of that contractual right.").[4] The clause does not require the agency to show that the contractor did anything wrong or that the agency had good cause for the termination. "However indelicately this matter may have

[4] Although that discretion might be limited by the agency's obligation not to make termination decisions in bad faith, *see Rafael Francis*, DOT CAB 1566, 85-3 BCA ¶ 18,339, at 91,977, TIS has not alleged bad faith here.

been handled by the Government, one fact is inescapable: either party, on 30 days[’] written notice, had the right to cancel the contracts.” *KJS, Inc.*, GSBCA 7397, 87-1 BCA ¶ 19,560, at 98,867 (1986); *see Snack Time Foods, Inc.*, VABCA 3729, 93-2 BCA ¶ 25,825, at 128,555; *Mycor Services*, 93-1 BCA at 126,018; *Jolly Joe’s Tire Shop*, PSBCA 1427, 86-1 BCA ¶ 18,665, at 93,871. As sympathetic as we may be to a small business that finds itself in a difficult situation, we cannot rewrite the terms of the contract or require GSA to make business decisions in a different manner than it has.

Decision

For the foregoing reasons, the appeal is **DISMISSED FOR LACK OF JURISDICTION**.

Harold D. Lester, Jr.
HAROLD D. LESTER, JR.
Board Judge

I concur:

H. Chuck Kullberg
H. CHUCK KULLBERG
Board Judge

VERGILIO, Board Judge, dissenting.

I would not dismiss this case for lack of jurisdiction over the challenge to the cancellation of the contract. The discussion of relief not available is dicta given the conclusion of the majority that the Board lacks jurisdiction. I would refrain from reaching that determination at this stage. Should the cancellation be deemed improper, the Board can fashion appropriate relief based upon a full record and input from the parties; a nuanced answer may be appropriate such that the question is more involved than requiring a “yes” or “no” answer.

The contracting officer issued a determination cancelling the contract. The contractor asked the contracting officer to reconsider that determination. The contracting officer expressly declined to alter the cancellation.

The contracting officer issued a decision that expressed the position of the Government: the contract was cancelled with reference to the terms and conditions of the contract. Such falls within the dictionary definition of a "claim" at the time the Contract Disputes Act of 1978 (CDA) was enacted, as amended and codified at 41 U.S.C. § 7101-7109 (2018). *E.g.*, *Claim*, Black's Law Dictionary 313 (4th ed. 1957) (defining a "claim," although as a verb, as "to demand as one's own; to assert, to state"). One also can look to the Federal Acquisition Regulation (FAR) definition of claim that existed when the CDA was amended and recodified and that would apply to the contract when signed: "a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract." 48 CFR 2.101 (2024) (FAR 2.101). The cancellation is akin to a termination for default; the agency ended the contract relying on a contract clause. Just as a contractor can challenge a termination for default without seeking money, this contractor can challenge the cancellation. Although the cancellation lacked formal language declaring it a decision on a claim (contractor or government) under the CDA, 41 U.S.C. § 7103, the cancellation was a determination expressing the contracting officer's interpretation of and action under the contract. The cancellation permitted the contractor to file an appeal.

While others might seek to find an impasse in the discussions between the contractor and contracting officer regarding the cancellation (particularly if the cancellation was a termination for convenience), such an impasse here is evident with the contracting officer's rejection of the contractor's request to overturn the cancellation. The lack of formal decisional language with appeal rights does not preclude the contractor from treating the cancellation as an appealable determination. By not including specific language regarding an appealable decision, the contracting officer did not start the clock that would limit the appeal period.

I would not require further refinements from the contractor to challenge the position of the agency or require the contractor to seek money before it could challenge the cancellation. However, as the majority notes, the contract granted either party the right to cancel the contract with notice of thirty days. There is no need at this stage to speculate on what facts, if any, could provide a basis for concluding that the cancellation was improper.

Joseph A. Vergilio
JOSEPH A. VERGILIO
Board Judge